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19 UNITED STATES DISTRICT COURT  
20 NORTHERN DISTRICT OF CALIFORNIA  
21 SAN FRANCISCO DIVISION

22 IN RE: UBER TECHNOLOGIES, INC.,  
23 PASSENGER SEXUAL ASSAULT  
24 LITIGATION

Case 3:23-md-03084-CRB

MDL No. 3084

Honorable Charles R. Breyer

**WILLIAMS HART & BOUNDAS  
PLAINTIFFS' MEMORANDUM OF LAW  
IN SUPPORT OF OPPOSITION TO  
DEFENDANTS' MOTION REGARDING  
ALLEGEDLY FRAUDULENT PLAINTIFF  
FACT SHEETS**

25 This Document Relates to:

26 *WHB 1478 v. Uber Technologies, Inc., et*  
27 *al., No. 3:24-cv-04833*

28 *WHB 1123 v. Uber Technologies, Inc., et*  
*al., No. 3:24-cv-04850*

*WHB 1144 v. Uber Technologies, Inc., et*  
*al., No. 3:24-cv-04859*

Date: February 13, 2025

Time: 10:00 am

Courtroom: 6 – 17th Floor

1  
2 *WHB 196 v. Uber Technologies, Inc., et al.,*  
3 *No. 3:24-cv-04886*  
4 *WHB 526 v. Uber Technologies, Inc., et al.,*  
5 *No. 3:24-cv-04901*  
6 *WHB 950 v. Uber Technologies, Inc., et al.,*  
7 *No. 3:24-cv-04931*  
8 *WHB 1936 v. Uber Technologies, Inc., et*  
9 *al., No. 3:24-cv-04950*  
10 *WHB 1387 v. Uber Technologies, Inc., et*  
11 *al., No. 3:24-cv-04958*  
12 *WHB 175 v. Uber Technologies, Inc., et al.,*  
13 *No. 3:24-cv-04982*  
14 *WHB 1916 v. Uber Technologies, Inc., et*  
15 *al., No. 3:24-cv-05003*  
16 *WHB 1845 v. Uber Technologies, Inc., et*  
17 *al., No. 3:24-cv-05015*  
18 *WHB 979 v. Uber Technologies, Inc., et al.,*  
19 *No. 3:24-cv-05082*  
20 *WHB 649 v. Uber Technologies, Inc., et al.,*  
21 *No. 3:24-cv-05095*  
22 *WHB 1425 v. Uber Technologies, Inc., et*  
23 *al., No. 3:24-cv-05129*  
24 *WHB 427 v. Uber Technologies, Inc., et al.,*  
25 *No. 3:24-cv-05132*  
26 *WHB 1382 v. Uber Technologies, Inc., et*  
27 *al., No. 3:24-cv-05232*  
28 *WHB 428 v. Uber Technologies, Inc., et al.,*  
*No. 3:24-cv-05236*  
*WHB 1962 v. Uber Technologies, Inc., et*  
*al., No. 3:24-cv-05240*  
*WHB 1048 v. Uber Technologies, Inc., et*  
*al., No. 3:24-cv-05462*  
*WHB 1443 v. Uber Technologies, Inc., et*  
*al., No. 3:24-cv-05472*  
*WHB 1673 v. Uber Technologies, Inc., et*  
*al., No. 3:24-cv-05552*

*WHB 519 v. Uber Technologies, Inc., et al.,  
No. 3:24-cv-05627*

*WHB 393 v. Uber Technologies, Inc., et al.,  
No. 3:24-cv-05633*

*WHB 1416 v. Uber Technologies, Inc., et  
al., No. 3:24-cv-05667*

*WHB 2052 v. Uber Technologies, Inc., et  
al., No. 3:25-cv-01129*

*WHB 2045 v. Uber Technologies, Inc., et  
al., No. 3:25-cv-01211*

## INTRODUCTION

Despite Uber’s repeated invective, Williams Hart & Boundas (“WH”) has committed no “fraud” on the Court or Uber. Nor has WH “entirely lost contact”<sup>1</sup> with the 24 now-dismissed WH Plaintiffs that Uber targets in its motion. To the contrary, most of these Plaintiffs, for whom Uber had already confirmed that the subject ride occurred in its DFS, had verified prior versions of their fact sheets several times.<sup>2</sup>

Over the course of this litigation, WH has responded to hundreds of Uber’s PFS “deficiencies” and satisfied PTO 10 and PTO 31 requirements for the vast majority of its Plaintiffs. Indeed, Uber’s original Motion to Dismiss sought to dismiss 87 WH Plaintiffs for failure to verify their PFS. At the time of filing its Opposition in early November, 47 of the 80 active WH Plaintiffs had already cured the deficiency. *See Williams Hart & Boundas Plaintiffs Memorandum of Law in Support of Opposition to Defendants’ Motion to Dismiss Cases for Failure to Comply With PTO 10 at 7 (ECF Doc. 4310), Ex. A to the Declaration of Walt Cubberly.* WH Plaintiffs continued to submit verifications and the firm dismissed cases that were no longer in compliance with the governing Power of Attorney, leading to the final 24 Plaintiffs that are the subject of the present motion. WH exhibits no pattern of “misconduct,” but instead a

<sup>1</sup> Motion at 10.

<sup>2</sup> *See Rule Williams Hart & Boundas Plaintiffs’ Rule 26(g) Certification Pursuant to the Court’s Order Dated November 19, 2025, Exhibit B to the Declaration of Walt Cubberly.*

1 pattern of either satisfying its obligations under this Court's case management orders or  
 2 voluntarily dismissing cases under the terms of its Power of Attorney with its clients.<sup>3</sup>

### 3 SUMMARY OF THE ARGUMENT

4 Uber simply proclaims over and over that submission of an unverified fact sheet equals  
 5 "fraud." Indeed, this bald and incorrect assertion underpins its entire motion. A PFS would be  
 6 fraudulent if the verification were signed by someone other than the Plaintiff herself. That is  
 7 fraud. WH did no such thing in these 24 cases. Instead, in order to preserve its clients' rights and  
 8 meet its obligations under the governing case management orders, WH amended these Plaintiffs'  
 9 PFS to the best of its knowledge, information, and belief after reasonable inquiry in response to  
 10 Uber's deficiency notices (as shown below, the vast majority of which were not material).

11 Rather than attaching typed-in verifications or verifications signed by someone other than  
 12 the Plaintiffs, WH uploaded amended PFS for these Plaintiffs without the verifications, making it  
 13 clear that the Plaintiffs had not yet reviewed the submitted PFS. In fact, as Uber completely  
 14 ignores, the verification form itself states that the PFS was reviewed, and is sworn under the  
 15 Plaintiff's oath. A fact sheet that is unverified contains no such representation (that is the purpose  
 16 of the verification requirement). There is no fraud involved in what WH did.

17 Uber's motion is built on an argument that Judge Cisneros rejected in November of 2024.  
 18 Uber urges that "A PFS is fraudulent when it states that it has been completed by the Plaintiff,  
 19 when in fact the Plaintiff did not review the completed PFS."<sup>4</sup> But every PFS "states" that it has  
 20 been completed by the Plaintiff because the General Instructions, to which Uber cites for this  
 21 "statement" argument<sup>5</sup> throughout its motion, are printed on every single PFS form. There is  
 22 nothing the Plaintiff does to "state" she has completed the PFS (that's what the verification is  
 23 for). The General Instructions are just that – instructions on every PFS form.

24  
 25  
 26 <sup>3</sup> As of the filing of this Opposition, WH has voluntarily dismissed 63 cases.

27 <sup>4</sup> Motion at 1.

28 <sup>5</sup> Motion at 1 ("The answers provided in the Plaintiff Fact Sheet ("PFS") by the PFS's own terms are required to be completed by the Plaintiff herself and not merely counsel: "The Plaintiff completing this Plaintiff Fact Sheet is under oath and must provide information that is true and correct to the best of his or her knowledge, information, and belief.").

1           There is no statement by the Plaintiff until the one she makes under oath when she signs  
 2 and submits the verification. That is the whole purpose of the verification requirement. Uber's  
 3 argument totally disregards the distinction Judge Cisneros articulated between the General  
 4 Instructions and the verification page of the PFS in her November 2024 Order: The General  
 5 Instructions *refer* to the oath in the verification.<sup>6</sup> Uber utterly ignores the verification in its  
 6 argument altogether; the language of which never appears (although Uber repeats the mantra  
 7 "fraud" throughout its motion dozens of times).<sup>7</sup>

8           There is no purpose in filing the instant motion--casually and without factual basis making  
 9 the serious accusation of fraud-other than harassment. The remedy Uber seeks, dismissal, has  
 10 already been achieved.

11           Moreover, Amended PTO 10 explicitly addresses and contemplates what happens when a  
 12 fact sheet is submitted without an accompanying verification: the fact sheet can be considered  
 13 materially deficient, Uber can raise that deficiency, and if not cured Uber can seek dismissal. And  
 14 that is exactly what happened with respect to the cases that are subject to Uber's motion. Further,  
 15 although Amended PTO 10 addresses the issue of an unverified PFS, nothing in the Order  
 16 remotely suggests or implies that submission of a fact sheet without a verification is a  
 17 "fraudulent" act; although it does provide Uber with remedies in that instance, as mentioned  
 18 above, and of which Uber has availed itself.

19           All 24 WH Plaintiffs have filed Notices of Voluntary Dismissal per the procedures set  
 20 forth in Amended PTO 10. *See* Ex. C - AA to the Declaration of Walt Cubberly. If Uber seeks  
 21 dismissal with prejudice, Amended PTO 10 permits Uber to move for that exact remedy within  
 22 thirty days of the Court's Orders of Dismissal Without Prejudice in each of these cases. Ex. BB to  
 23 the Declaration of Walt Cubberly at 9, lines 8-12. Thus, the Court's existing PTO's address and  
 24

25  
 26  
 27 <sup>6</sup> *See* Ex. CC to the Declaration of Walt Cubberly at 3, lines 1-2 ("In context, though, **the oath referenced in the**  
 28 **general instructions of the PFS form refers to the verification to be completed at the end**, which Plaintiffs now  
 propose to defer.") (emphasis added). (ECF 1877)

<sup>7</sup> Motion at 9 – 11.

1 have procedures for the exact thing Uber complains about (fact sheets that are substantially  
2 incomplete, specifically including those served without verification).

3 Uber's request to depose Plaintiff WHB 1048,<sup>8</sup> who filed her voluntary Notice of  
4 Dismissal two days before Uber filed the instant motion, is wholly unsupported by any facts in its  
5 motion, goes well beyond the reaches of "broad discretion" and begs the question of jurisdiction  
6 and standing, among other things. As to the proposition that counsel and all Plaintiffs represented  
7 by WH be required to further certify each completed PFS submitted and verified by all Plaintiffs  
8 under FRCP 26(g), Uber would again have this Court simply ignore the purpose and very  
9 existence of the PFS verification. As Judge Cisneros observed, verifying PFS responses provides  
10 Uber with "reliable basic information about the claims asserted against it at this early stage" to  
11 which Plaintiff has sworn. Ex. CC to the Declaration of Walt Cubberly at 2, lines 23 – 25. The  
12 Court has already built into the PFS a verification mechanism by which Uber is assured that  
13 Plaintiffs have reviewed their PFS and the answers therein are true and correct. There is no basis  
14 to impose an additional requirement on all Plaintiffs, who are not even the subject of this motion,  
15 and who have already verified their PFSs.

### 16 BACKGROUND

17 Williams Hart uploaded amended PFS for these Plaintiffs in response to deficiency  
18 notices that Uber served between May and June of 2025. See Ex. EE - BBB to the Declaration of  
19 Walt Cubberly. WH amended these PFS despite the fact that many of the "deficiencies" were not,  
20 under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations  
21 Under Pretrial Order No. 10, material. The "deficiencies" to properly verified PFS's included  
22 items like Plaintiffs' middle names when the predecessor verified PFS listed only a middle initial  
23 (*see e.g.* WHB 1478, ID 1546; WHB 2052, ID 2898) or contact information for witnesses when  
24 the predecessor PFS listed the witness's name followed by "I don't know" or "I no longer have  
25 their contact information" for the contact information, which under both PTO 10 and the  
26 November 18, 2024 Order, was an acceptable answer (*see e.g.* WHB 1936, ID 1653; WHB 1845,  
27

28 <sup>8</sup> Plaintiff WHB 1048, ID 1943 filed a Notice of Voluntary Dismissal on December 3, 2025. Ex. T to the Declaration of Walt Cubberly. Plaintiff currently resides in Bassalt, CO. Ex. DD to the Declaration of Walt Cubberly.

1 ID 1725). *See* Ex. CCC to the Declaration of Walt Cubberly at 6, lines 23 – 24; Ex. CC to the  
 2 Declaration of Walt Cubberly at 4, lines 12-13 (“Plaintiffs must therefore provide contact  
 3 information for witness to the extent such information is known by Plaintiffs and called for by the  
 4 PFS.”).

5 Take for example the case of WHB 1478 (discussed below), where the Plaintiff’s initial  
 6 complete and verified PFS listed her middle initial. The letter K. Uber claimed that the fact sheet  
 7 was “deficient” because it failed to provide her middle name. Although Plaintiff’s counsel did not  
 8 consider that a material deficiency, the PFS was nonetheless amended by supplying her full  
 9 middle name. Counsel was unable to reach the client to have her review and verify the amended  
 10 fact sheet, but as her attorneys provided the information that we had available based on  
 11 knowledge, information, and belief formed after a reasonable inquiry. And so an amended PFS  
 12 was served on Uber with accurate information that counsel was able to gather—namely, her  
 13 middle name. The PFS was served without a verification, an act that was not “fraudulent,” was  
 14 done transparently and the lack of verification was plainly apparent. And now WHB 1478’s case  
 15 has been dismissed because counsel was unable to procure from her a verification of this  
 16 amended PFS, which added her middle name.<sup>9</sup>

17 While the deficiencies in these cases did not merit an amended PFS under either PTO 10  
 18 or the November 18, 2024 Order, WH made a reasonable inquiry and checked all information that  
 19 it had at the time in order to cure Uber’s “deficiencies.” Because these Plaintiffs did not  
 20 personally review the amended PFS before WH uploaded their amended PFS to MDL Centrality,  
 21 WH did not and could not attach verifications to their PFS. There is no fraud in WH’s actions.

22 ///

23 ///

24 ///

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25  
 26 <sup>9</sup> It is an unfortunate reality in this litigation in particular that Plaintiffs subjected to repeated requests for information  
 27 in cases involving this subject matter will sometimes not respond again to, for example, being asked to review and  
 28 verify their third amended PFS. This does not mean that she was never intent on going forward with her case, or was  
 never in contract with counsel, And when this happens, Uber has not been shy about availing itself of the ability to  
 seek dismissal of cases, even, as shown here, when the alleged deficiency that sparked the lack of verification was  
 not material.

## ARGUMENT

### The Federal Rules Allow an Attorney to Sign Discovery Responses

The Federal Rules permit an attorney to certify that after a reasonable inquiry, a discovery response is complete and correct as of the time it is made to the best of her knowledge, information, or belief. F.R.C.P. 26(g)(1)(A). In serving these amended fact sheets without verifications, WH never represented that the relevant plaintiffs had, per the verification form, “reviewed the Plaintiff Fact Sheet.” Instead, WH certified that based on knowledge, information, and belief, the minimal amendments that it made in response to Uber’s “deficiencies” were complete and correct at the time they were made. This is permitted under the Federal Rules and is regular procedure when answering discovery.

Uber’s fabricated scenario of WH submitting responses on “their absent Plaintiff’s behalf reflecting what counsel thinks a Plaintiff might state under oath<sup>10</sup>” has no basis in reality, and Uber presented no evidence at all that WH has long lost contact with these Plaintiffs. WH’s Rule 26(g) Certification indicates quite the opposite, in fact. Most of the 24 Plaintiffs had signed multiple verifications, and many within the last year. *See Williams Hart & Boundas Plaintiffs’ Rule 26(g) Certification Pursuant to the Court’s Order Dated November 19, 2025 [Doc. 4442], Ex. B to the Declaration of Walt Cubberly.*

But the most pertinent point, and one Uber repeats throughout its motion, is that WH submitted responses on its Plaintiffs’ behalf ***under oath***. *See e.g.* Motion at 9 (“Plaintiffs’ firms have no business passing off counsel’s statements in the completed amended PFS as the Plaintiff’s own sworn statements.”).

Uber was a party to this litigation just as Plaintiffs’ counsel were when Judge Cisneros delivered her Order Resolving Disputes Regarding PTO 10 Obligations in November 2024. In her Order, discussed in detail below, Judge Cisnerous clearly specified that the oath referenced in the General Instructions section of the PFS refers to the verification. Without the verification, there is

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<sup>10</sup> Motion at 2.



no sworn statement. The General Instructions are just that - instructions on every PFS form questionnaire.

Uber surely has also read the verification form itself (although tellingly does not set it forth in its motion). It is the verification that the Plaintiff has to sign, indicating that she swears she has “reviewed the Plaintiff Fact Sheet.” Without a signed verification, there is no sworn statement from the Plaintiff. Given the recent history behind this very language in the PFS and verification, Uber’s continued misrepresentation to this Court that uploading an unverified PFS is the equivalent of “passing off counsel’s statements as the Plaintiff’s own sworn statements” is troubling to say the least.

**Only Verified PFS “State Under Oath” That the Plaintiff Reviewed the PF**The general instructions on the PFS form read:

The Plaintiff completing this Plaintiff Fact Sheet is under oath and must provide information that is true and correct to the best of her or his knowledge, information, and belief. Plaintiff is under an obligation to supplement these responses consistent with the Federal Rules of Civil Procedure.

*See e.g.*, Ex. DD to the Declaration of Walt Cubberly at 2; Ex. A to Ex. BB of the Declaration of Walt Cubberly.

Uber says that these 24 amended PFS should not have stated they were completed by the Plaintiffs since the Plaintiffs did not even review them.<sup>11</sup> Uber highlights the first portion of the instructions: “The Plaintiff completing this Plaintiff Fact Sheet is under oath,” for the proposition that a PFS is fraudulent when “it states” that it has been “completed” by the Plaintiff, but the Plaintiff did not review it.

However, the General Instructions say nothing about the Plaintiff having reviewed the PFS. It is the verification that specifically makes that attestation:

**I, \_\_\_\_\_, have reviewed the Plaintiff Fact Sheet.** The statements set forth therein are true and correct to the best of my knowledge, information, and belief. I make this verification based on my personal knowledge. I also declare that I have completed and submitted all required authorizations listed above. I declare under

<sup>11</sup> Motion at 2.

1 penalty of perjury that the foregoing is true and correct. I understand that I am  
2 under an obligation to supplement these responses.

3 *See e.g.*, Ex. DD to the Declaration of Walt Cubberly at 2; Ex. A to Ex. BB of the  
4 Declaration of Walt Cubberly. (emphasis added).

5 When a Plaintiff signs off on the verification, she swears under oath that she has  
6 reviewed the PFS. Absent a verification, there is no representation or “statement” by the  
7 Plaintiff, and certainly not by Plaintiff’s counsel that the Plaintiff completed and reviewed  
8 the PFS.

9 A PFS cannot be “fraudulent” merely because “it states that it has been  
10 ‘completed’ by the Plaintiff.”<sup>12</sup> The General Instructions are on every PFS. The Plaintiff  
11 (or anyone filling out a PFS on behalf of a Plaintiff<sup>13</sup>) does not add anything to “state” that  
12 it has been “completed” by the Plaintiff. The General Instructions simply say what they  
13 say. It is not the answers on the PFS that are under oath simply by virtue of the General  
14 Instructions. As Judge Cisneros wrote in her November 2024 Order:  
15

16 The requirement for Plaintiffs to verify their PFS responses is clear and  
17 undisputed. Judge Breyer has also made clear that the PFS focuses on questions  
18 that should be answered at the outset of the litigation. See Dkt. No. 348 at 2.  
19 Deferring verification of amended answers until a later phase of discovery  
20 undermines the intent to provide Uber with reliable basic information about the  
21 claims asserted against it at this early stage.

22 Plaintiffs assert that any PFS response is reliable because ‘on its face, PFSs state  
23 that responses are made ‘under oath’ and are ‘true and correct to the best of  
24 [Plaintiff’s] knowledge, information, and belief [.] Dkt. No. 1803 at 5...**In  
25 context, though the oath referenced in the general instructions of the PFS  
26 form refers to the verification to the completed at the end**, which Plaintiffs now  
27 propose to defer...the additional burden of obtaining a signed verification is  
28 minimal. If they are not, then **the ‘oath’ referenced in the instructions** has little  
meaning.

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12 Motion at 1.

13 *See* Definition of “You” and “Your” (“You” and “Your” refers to the Plaintiff, listed above, who is completing this fact sheet, as well as her/his/their agents, representatives, and all other natural persons or entities acting on her/his behalf...). Ex. \_\_\_ to the Declaration of Walt Cubberly at 2.

1 Ex. CC to the Declaration of Walt Cubberly at 2 – 3 (emphasis added).

2  
3 The action a Plaintiff must take to indicate under oath that (1) she has reviewed the  
4 PFS and (2) everything contained in it is true and correct to the best of her knowledge is  
5 sign the verification. Submission of a PFS with additional available information but no  
6 signed verification is not equivalent to Plaintiff’s counsel submitting “what a Plaintiff  
7 might state under oath,” as Uber urges here. And it certainly isn’t fraud.

8 In these 24 cases, WH did not submit signed verifications saying that these  
9 Plaintiffs had reviewed their amended PFS. Doing that would have been fraudulent. And  
10 Uber’s request for entry of an order (*e.g.*, Motion at 2) requiring WH “and each Plaintiff  
11 represented by them to certify under Rule 26(g) that all Plaintiffs from each of those firms  
12 have reviewed each completed PFS and amended PFS before those PFS were served and  
13 identify the last date, prior to the Court’s November 19, 2025 Order, when the firms had  
14 contact with their clients” is overreaching, completely without precedent and moreover  
15 unwarranted. As already made clear, the verification process is working, and Uber has  
16 presented no evidence (and there is none) that WH has improperly verified fact sheets for  
17 any client who provided a verified fact sheet. If anything, its motion proves the opposite.  
18

19  
20 There is absolutely no basis (and certainly none supported by Uber’s motion,  
21 which should be denied in its entirety) for additional “certifications” from counsel and  
22 every Plaintiff who has already verified a fact sheet, or for counsel to identify the last date  
23 it had contact with each of its clients. The same goes for Uber’s unsupported fishing  
24 expedition to depose one of the Plaintiffs in her now-dismissed case.  
25

#### 26 **WH Has Filed No Motions to Withdraw**

27 In another sweeping generalization with no underlying evidence to support it, Uber  
28 declares that Plaintiffs’ counsel’s Rule 26(g) statements are similar to admissions that are

often raised in motions to withdraw.<sup>14</sup> WH has filed no motions to withdraw and no WH clients have been the subject of fraudulent receipt motions. And, as noted above, these are Plaintiffs who had previously served verified fact sheets, in many instances multiple times.

### Uber's "Deficiencies" Were Not Material

The statements in WH's Rule 26(g) Certification highlight the fact that the PFS previously submitted and verified by most of the 24 Plaintiffs at issue<sup>15</sup> did not warrant the "deficiencies" Uber claimed. Ex. B to the Declaration of Walt Cubberly at 5.

	MDL Id.	Jane Doe No.	Cause No.	Deficiency
1.	1546	WHB 1478	24-CV-04833	II.2. middle name  * Plaintiff has verified two prior Fact Sheets
2.	1659	WHB 1123	24-CV-04850	II.2 middle name  III.14.a. Drop-off address, city, state  III.14.b. Response to 14(b) as to whether you and the driver communicated about ending the trip at a location other than the requested destination  (Plaintiff wrote in her incident details that driver took her to her intended destination, her home. The response "yes" in question 14 is incorrect.)  *Plaintiff verified prior Fact Sheet on January 24, 2025
3.	1567	WHB 1144	24-CV-04859	Uber's alleged deficiency was inconsistent responses to questions 3 and 10 and 25 and 33.

<sup>14</sup> Motion at 8.

<sup>15</sup> Seven pages into its motion, Uber references *one* WH plaintiff who had not verified either her First or Second Amended PFS. Ex. L & M to the Declaration of Chris Cotton. WHB filed a Notice of Voluntary Dismissal in this case on December 3. Ex. T to the Declaration of Walt Cubberly.

				<p>VII.2 - Did not check off form of disclosure on authorization (electronic or hard copy). The authorization is moot since Plaintiff is obliged to obtain records under Amended PTO 10. Regardless, it was Uber's choice as to how it received records via authorization, not Plaintiff's.</p> <p>*Plaintiff verified prior Fact Sheet and signed mental health authorization in November 2024</p>
4.	1573	WHB 196	24-CV-04886	<p>II.7 – employment information</p> <p>V.30.a. – last known contact information for Plaintiff's sister. Plaintiff's answer that she does not have this information is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877)</p> <p>*Plaintiff verified two prior Fact Sheets</p>
5.	1614	WHB 526	24-CV-04901	<p>II.7 – employment information from 3/2019 – 5/2023</p> <p>V.30.a – provide full name and contact information. (Plaintiff provided phone number.)</p> <p>VII.3 – failed to attach records; law enforcement authorization. The authorization is moot since Plaintiff is obliged to obtain records under Amended PTO 10.</p> <p>*Plaintiff verified prior Fact Sheet in January 2025</p>
6.	1681	WHB 950	24-CV-04931	<p>V.30.1 –contact information. Plaintiff's answer that she does not have this information for Mohammed K. is an acceptable answer under PTO 10 and the</p>

				<p>November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877). She provided the contact information that she does have for witness Edward R.</p> <p>Uber's alleged deficiency was inconsistent responses to questions 35 and 40(a) (Pre-existing conditions)</p> <p>VI.40(a) – full name of HCP, dates of treatment, diagnoses. Plaintiff's answer that she does not know the name of the HCP at Arlington Heights Clarity Clinic is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877). The same is true of her answer that she does not remember the approximate dates of diagnosis, treatment, or examination.</p> <p>*Plaintiff verified two prior Fact Sheets</p>
7.	1653	WHB 1936	24-CV-04950	<p>II.2 – middle name</p> <p>V.30.a. –contact information Plaintiff's answer that she does not know the contact information for the witness is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877).</p> <p>*Plaintiff verified prior Fact Sheet in October 2024</p>
8.	1697	WHB 175	24-CV-04982	<p>II.7 – employment information.</p> <p>V.30.a. – contact information.</p> <p>*Plaintiff verified prior Fact Sheet in September 2024</p>

9.	1702	WHB 1916	24-CV-05003	<p>V.30.a – contact information Plaintiff provided all contact information for the witnesses that she knows per PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877).</p> <p>*Plaintiff verified two prior Fact Sheets</p>
10.	1725	WHB 1845	24-CV-05015	V.30.a – contact information
11.	1770	WHB 979	24-CV-05082	<p>III.13.a. &amp; 14.a. – address of apartment complex identified in narrative response to Q.20. Plaintiff stated in her narrative response that the apartment complex was a complex she had never been to and she did not know the address.</p> <p>V.30.a – contact information Plaintiff’s answer that she does not have the contact information for the witnesses is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877).</p> <p>Plaintiff verified prior Fact Sheet in January 2025</p>
12.	1712	WHB 649	24-CV-05095	<p>Uber’s alleged deficiency was inconsistent responses to questions 24 and 20.</p> <p>V.30.a. – contact information Plaintiff’s answer that she does not recall the contact information for Karen S is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877). Plaintiff provided the contact information she knew for Mr. Stewart.</p>

				*Plaintiff verified two prior Fact Sheets
13.	1868	WHB 1425	24-CV-05129	II.7. – employment information
				*Plaintiff verified prior Fact Sheet in December 2024
14.	1866	WHB 427	24-CV-05132	Uber’s alleged deficiency was inconsistent responses to questions 28, 30 and 20. –
				VI.40.a – provide complete HCP name and diagnosis information Plaintiff’s answer that she does not know the name of the HCP at Methodist North Lake is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877). The same is true of her answer that she does not know the “diagnosis, treatment, or examination (if known).”
				VII.2 – did not write date of incident on authorizations. The authorization is moot since Plaintiff is obliged to obtain records under Amended PTO 10.
				*Plaintiff verified prior Fact Sheet in December 2024
15.	1916	WHB 1382	24-CV-05232	Uber’s alleged deficiency was inconsistent responses to question 25, 27, and 20.
				VII.3 – did not provide full SSN on authorization The authorization is moot since Plaintiff is obliged to obtain records under Amended PTO 10.
				*Plaintiff verified prior Fact Sheet and signed law enforcement authorization in October 2024



16.	1918	WHB 1962	24-CV-05552	II.3. – provide the period this name was used  *Plaintiff verified prior Fact Sheet in December 2024
17.	1943	WHB 1048	24-CV-05462	III.13.a – provide information about where the driver stopped during the trip  III.14.a. – provide a response  III.16. – provide time and location of incident  (Plaintiff answered that driver took her to a hotel she did not recognize.)
18.	1950	WHB 1443	24-CV-05472	V.30.a. – contact information Plaintiff's answer that she does not have any more information for the witness is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877).  *Plaintiff verified two prior Fact Sheets
19.	1962	WHB 1673	24-CV-05552	II.7. – employment information  VII.2 & VII.3 - Did not check off form of disclosure on authorization (electronic or hard copy) The authorization is moot since Plaintiff is obliged to obtain records under Amended PTO 10. Regardless, it was Uber's choice as to how it received records via authorization, not Plaintiff's.  *Plaintiff verified two prior Fact Sheets
20.	2147	WHB 519	24-CV-05627	II.2 – middle name  II.7 – employer from 11/2014 – 5/2015

				*Plaintiff verified prior Fact Sheet in October 2024
21.	2150	WHB 393	24-CV-05633	II.2 – middle name  Uber’s alleged deficiency was inconsistent responses to questions 20, 28, 30, 30(a)  *Plaintiff verified prior Fact Sheet in February 2025
22.	2177	WHB 1416	24-CV-05667	Uber’s alleged deficiency was inconsistent responses to questions 22 and 20  V.30.a – last name for daughter; contact information for other witness, Plaintiff’s answer that she does not have contact information for Jacob A. is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877). Plaintiff provided contact information for her daughter.  VI.40.a. – name of HCP. Plaintiff provided the name of the facility. She does not recall the name of the ER doctor who treated her at the hospital. This is an acceptable answer under PTO 10 and the November 18, 2024 Order Resolving Dispute Regarding Obligations Under Pretrial Order No. 10 (Doc. 1877).  *Plaintiff verified two prior Fact Sheets
23.	2898	WHB 2052	25-CV-01229	II.2 – middle name  *Plaintiff verified prior Fact Sheet in February 2025
24.	2889	WHB 2045	25-CV-01211	II.7 – employer from 1/2015 – 1/2017

1				Uber's alleged deficiency was
2				inconsistent responses to questions
3				11, 14, and 20
4				III.19 – no response. Plaintiff did
5				not describe taking any videos or
6				audio recordings in her narrative
7				response to Q. 20.
8				*Plaintiff verified prior Fact Sheet
9				in March 2025

As stated, the “deficiencies” Uber identified in these cases included items like Plaintiffs’ middle names when the predecessor PFS listed only a middle initial (*see e.g.* WHB 1478, ID 1546; WHB 2052, ID 2898) or contact information for all individuals when the predecessor PFS listed a witness’s name followed by “I don’t know” or “I no longer have their contact information,” which under both PTO 10 and the November 18, 2024 Order, was an acceptable answer (*see e.g.* WHB 1936, ID 1653; WHB 1845, ID 1725). *See* Ex. CCC to the Declaration of Walt Cubberly at 6, lines 23 – 24; Ex. CC to the Declaration of Walt Cubberly at 4, lines 12-13 (“Plaintiffs must therefore provide contact information for witness to the extent such information is known by Plaintiffs and called for by the PFS.”).

Another “deficiency” was Plaintiff’s “failure” to (1) write in the date of incident or full SSN and/or (2) check off the preferred form of disclosure (electronic or hard copy) on the authorizations even if she signed them (*see e.g.*, WHB 1382, ID 1916; WHB 1673, ID 1962; WHB 1144, ID 1567). Perhaps the most prevalent “deficiency” was “inconsistent responses.” (*see e.g.*, WHB 649, ID 1712; WHB 1416, ID 2177). What Uber considers “inconsistent” is subject matter for a deposition; inconsistent responses do not render a PFS incomplete. *See* PTO 10 at 6 (“The PFS and DFS submission must be substantially complete, which means a Party must: 1. Answer all applicable questions (Parties may answer questions in good faith by indicating ‘not applicable,’ ‘I don’t know,’ or ‘unknown’...). Nowhere is completeness defined by Uber’s subjective opinion that the answers provided are “inconsistent.” It is also worth noting that Uber’s motion does not discuss a single WH amended PFS that is the subject of its motion.

1           These Plaintiffs' prior, verified PFS were substantially complete under PTO 10.  
 2  
 3           Their cases have now been dismissed despite the fact that Uber had already confirmed the  
 4           subject rides, because Uber submitted immaterial deficiencies and for various reasons, and  
 5           these 24 individuals could not verify their amended PFS in time.

6           Plaintiffs understand and recognize that this is the effect of not being able to obtain  
 7           verifications, and the Court's orders that an unverified fact sheet (even an amended one) is  
 8           substantially incomplete. And WH does not mean to suggest at all that the Court's orders  
 9           are inappropriate or unfair. Uber availed itself of these orders, the 24 plaintiffs at issue  
 10          were unable to timely submit verifications, and their cases were dismissed. The process  
 11          put in place got Uber exactly what it wanted from the lack of verified responses pursuant  
 12          to the orders already in place.

13  
 14          As discussed above, Amended PTO 10 guides what happens when a fact sheet is  
 15          submitted without an accompanying verification: the fact sheet can be considered  
 16          materially deficient, Uber can raise that deficiency, and if not cured Uber can seek  
 17          dismissal. And that is what happened with respect to the cases that are subject to Uber's  
 18          motion. And although Amended PTO 10 explicitly addresses the issue of an unverified  
 19          PFS, nothing in the Order remotely suggests or implies that submission of a fact sheet  
 20          without a verification is a fraudulent act; although it does provide Uber with remedies in  
 21          that instance, as mentioned above, and of which Uber has availed itself.

22  
 23          But Uber's request for additional remedies (like requiring further certifications  
 24          from counsel and Plaintiffs in all cases where Plaintiffs have already signed verifications,  
 25          or seeking to depose a Plaintiff in a now-dismissed case), should be denied. And  
 26          respectfully, Uber's wholly unsupported accusations of fraud as to WH are simply  
 27  
 28

1 inappropriate, unwarranted and moreover lack any basis to support its motion. Therefore,  
 2 the motion should be denied.  
 3

#### 4 CONCLUSION

5 Since Uber began serving deficiencies, WH has diligently and in good faith  
 6 worked to satisfy those deficiencies, even when they are immaterial. In these 24 cases,  
 7 WH uploaded amended fact sheets to satisfy the 30-day deficiency deadline under PTO  
 8 10. The amendments that WH made to each were based on knowledge and information  
 9 that the firm had after with reasonable inquiry. This is the exact response that is permitted  
 10 of an attorney when answering discovery by Rule 26(g).  
 11

12 WH has an obligation to its clients to preserve their rights. At the same time, WH must  
 13 satisfy its obligations under this Court's Orders. For that reason, these Plaintiffs have filed  
 14 Notices of Dismissal of their cases in compliance with the Court's November 19, 2025 Order.  
 15 WH has committed no fraud or misconduct. Plaintiffs respectfully ask that the Court deny  
 16 Defendants' Motion.

17 Dated: December 19, 2025

/s/ Walt Cubberly

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